

MyCU66

MASTERCARD DEBIT CARD DISPUTES AND FRAUD CLAIMS



Dear Member,

For the credit union to process your MasterCard dispute or fraud claim in a timely manner, please follow this comprehensive member guide. IBEW Local 66 Federal Credit Union's policies and procedures for processing fraudulent and disputed transactions are governed by the Electronic Funds Transfer Act of 1978 and Regulation E (Electronic Funds Transfers – FRB 12 CFR 205).

I. DISPUTE PROCESS

A cardholder dispute occurs when you have a disagreement with a merchant about a charge. When you submit a dispute, we are acting on your behalf between you and the merchant. MasterCard, however, will make the final decision as to whether or not the we are authorized to charge the merchant back (Charge-Back) for your purchase. If MasterCard consents to your dispute, a charge back is filed with the merchant and you will be reimbursed; should MasterCard deny your dispute you will not be credited.

Note: Per regulation; IBEW Local 66 Federal Credit Union can only process transaction disputes greater than \$50.00. As a result of this regulation, members are fully responsible for any dispute less than \$50.00. Prior to us submitting a dispute on your behalf, you must first attempt to work out the dispute directly with the merchant. Documentation of your attempt may be requested by the credit union prior to submitting your request to MasterCard.

The following are examples of common disputes:

- A. You cancelled a transaction with a merchant, but the merchant charged you anyway (i.e.: you used your debit card to reserve a hotel room but cancelled with the hotel within the required timeframe and were charged anyway).
- B. You purchased an item with your debit card and later returned the item to the merchant; however, your account was not credited.
- C. You were charged twice for the same purchase.
- D. You attempted to withdraw funds at an ATM, but the cash was not disbursed from the machine and your account was debited.
- E. You used your card to "hold" a purchase, then paid for the purchase using another method of payment, and your debit card was also charged.
- F. You were charged an incorrect amount for a transaction.
- G. You have an issue with the quality of the goods and/or services provided.

II. HOW WE PROCESS YOUR DISPUTE GREATER THAN \$50.00

Timely notice is critical! Regulations require that you notify the credit union within two (2) business days of the date you first become aware of the transaction. Failure to notify us within two (2) business days increases your liability from \$50 to \$500. If you do not notify us within sixty (60) days from when the transaction appeared on your statement, you are liable for the entire amount of the disputed transaction.

III. WHAT WE NEED FROM YOU TO PROCESS YOUR CLAIM:

- ✓ Cardholder Dispute Form (Included with this packet)
- ✓ Statement of Occurrence
- ✓ All documentation supporting the transaction and your attempt to first work out the dispute with the merchant.

IV. IBEW LOCAL 66 FEDERAL CREDIT UNION'S CLAIM PROCESS:

- 1. We will review your submission for completeness and verify that the amount of your dispute is greater than \$50.00.
- 2. IBEW Local 66 Federal Credit Union has ten (10) business days to process your claim. The dispute process, however, can take up to forty-five (45) days. If we cannot complete our investigation with a ten (10) day period, we will provide you with a provisional credit to your account for the amount of the dispute, less \$50.00. **Note:** If MasterCard determines that we cannot charge back the merchant for your transaction, we will withdraw the full amount of the provisional credit from your account within three (3) days after notifying you of the results.
- 3. You will be notified of the results in writing once the investigation is complete.

V. Fraudulent Transactions

A fraudulent transaction occurs only when you have no knowledge of who used your card and you can state with certainty that you were not aware of the transaction. You must notify us within two (2) business days* upon discovering fraud. You will be required to sign an affidavit attesting to the fact that you have no knowledge of who completed the transaction(s) in question. IBEW Local 66 Federal Credit union reserves the right to require you to complete a police report if we deem it necessary for our investigation.

You will remain responsible for all transactions you authorize using your Debit Card if you voluntarily permitted someone else to use your card and/or your PIN number.

How IBEW Local 66 Federal Credit Union will process your fraud claim:

We will begin processing your claim as soon as you notify us. You may notify us in writing, over the phone, or in person at any of our branch locations.

- 1. We will review your submission for completeness and verify that the amount of your dispute is greater than \$50.00.
- 2. IBEW Local 66 Federal Credit Union has ten (10) business days to process your claim. The dispute process, however, can take up to forty-five (45) days. If we cannot complete our investigation with a ten (10) day period, we will provide you with a provisional credit to your account for the amount of the dispute, less \$50.00. **Note:** If MasterCard determines that we cannot charge back the merchant for your transaction, we will withdraw the full amount of the provisional credit from your account within three (3) days after notifying you of the results.
- 3. You will be notified of the results in writing once the investigation is complete.

^{*}Our business days are Monday through Friday. Credit Union Holidays are not included.



UNAUTHORIZED TRANSACTIONS

If a Transaction appears on your Periodic Statement ("Statement") of which you believe to be in error, and you have been unable to resolve the situation directly with the merchant, please complete and sign this form. This form must be completed within sixty (60) days of the closing date as indicated on your Statement. <u>ALL</u> required information and documentation must be received before the dispute resolution process can begin; within five (5) business days a provisional credit will be issued for the disputed amount, pending the final resolution of our investigation.

MEMBER INFORMATION:					
Member Name:			Member Number:		
Best Contact Number:			Social Security Number:		
Mailing Address:					
City, State & ZIP Code:					
Debit Card Number:					
TYPE OF DISPUTE:					
☐ CANCELLATION OF SERVICE DISPUTE ☐ QUALITY OF MERCHANDISE DIS		PUTE			
☐ DUPLICATE BILLING DISPUTE		☐ NON-RECEIPT OF MERCHANDISE DISPUTE			
☐ INCORRECT AMOUNT DISPUTE		☐ PAID BY OTHER MEANS DISPUTE			
RETURNED MERCHANDISE DISPUTE		UNAUTHORIZED TRANSACTION DISPUTE			
OTHER DISPUTE (Please	OTHER DISPUTE (Please explain):				
LIST OF DISPUTED TRAI	NSACTIONS (Red	quired):	:		
Date of Transaction		Mercha	nt Name	Amount of Transaction	
TOTAL AMOUNT OF DISPUTED TRANSACTION(S):			\$		



UNAUTHORIZED TRANSACTIONS

PLEASE BE ADVISED: It is required that before a dispute can be completed, MyCU66 and MasterCard requires that you first attempt to resolve the dispute directly with the merchant and provide any and all supporting documentation with your dispute.

CANCELLATION OF SERVICE / PURCHASE DISPUTE:						
Use this dispute type in the event that you have requested to have your purchase or serviced cancelled and the merchant either didn't honor the request or has yet to return the funds to your account. Before moving forward with this dispute, you will need to contact the merchant to let them know that they have failed to cancel the service/purchase or continued to charge you after the cancellation date. Please ensure that at least thirty (30) days have passed from the date of the cancellation. Documentation should include a cancellation number, the name of the employee who took the cancellation request, a cancellation confirmation e-mail and any other correspondence with the merchant.						
Were you advised of the Merchant's Cancellation Policy?				☐ YES ☐ NO ☐ UNSURE		
How were you advised of the N	1erch	ant's Cancellation Policy	/?	☐ VERBALLY		
DATE OF CANCELLATION NOTICE:				☐ WRITTEN AGREEMENT		
				☐ OTHER METHOD		
				□ NOT APPLICABLE (N/A)		
METHOD USED TO CANCEL	METHOD USED TO CANCEL PHONE LETTE		R 🗆	R E-MAIL OTHER:		
DUPLICATE BILLING (TWO OR MORE CHARGES FOR THE SAME TRANSACTION):						
Periodically a merchant may duplicate a transaction to your account. Typically, this is not an attempt to defraud you but rather an error by the merchant. Please attempt to resolve this error with the merchant before filing this dispute and then, if unable to get a resolution, complete the following information for your dispute.						
DATE OF FIRST CHARGE:	T CHARGE: DATE OF SECOND CH		CHAR	GE:	DA	TE OF THIRD CHARGE:
INCORRECT AMOUNT DISPUTE:						
If the transaction came through on your account for an amount different than what you had authorized, or if while making a withdrawal from an ATM cash was not disbursed or was for a different amount, attach the receipt and complete the following information. Before submitting dispute, ensure you have contacted the merchant to attempt resolution. For ATM withdrawals, please complete the following.						
AMOUNT REQUESTED OR AUTHORIZED:		AMOUNT CHARGED OR ACTUAL CASH RECEIVED:				



UNAUTHORIZED TRANSACTIONS

RETURNED MERCHANDISE DISPUTE:					
Use this dispute type in the event that you returned merchandise to the merchant and have yet to receive a refund to your account. Please note that it can take up to thirty (30) for a refund so a follow-up with the merchant should happen following the return. Proof of the Return is required to submit a dispute which may include a credit refunds slip, returned postal receipt and any correspondence with the merchant.					
DATE RETURNED:		DATE REC'D BY MERCHANT:			
METHOD OF RETURN:	☐ USPS ☐ FEDEX ☐ UPS ☐ OTHER:				
TRACKING NUMBER					
REASON FOR RETURN:					
If you have received a creprovide:	dit slip (voucher) or a re	fund acknowledgement which	has not yet posted, please		
DATE OF CREDIT:		INVOICE/RECEIPT OF CREDIT:			
Please describe your attempts to resolve this matter with the merchant:					
QUALITY OF MERCHANDISE DISPUTE:					
Use this dispute type for instances when the product or service you purchased was not as described, defective, damaged or otherwise unsuitable for the purpose(s) sold. To process this dispute, the goods and/or services will need to be returned and/or cancelled and proof of a valid attempt to resolve the issue with the merchant is required. Please provide details bellow and provide all documentation related to the transaction(s) and your reasonable attempts to resolve your dispute directly with the merchant.					
DATE RETURNED:		DATE REC'D BY MERCHANT:			
METHOD OF RETURN:	☐ USPS ☐ FEDEX ☐	UPS OTHER:			
TRACKING NUMBER					
Please describe your attempts to resolve this matter with the merchant:					



UNAUTHORIZED TRANSACTIONS

NON-RECEIPT OF PRODUCTS (GOODS) OR SERVICES DISPUTE:				
If you made a purchase and you did not receive the product or service as requested, please complete this section to file your dispute. A reasonable attempt to resolve this matter is required before filing a dispute. Please complete the following and attach any communication and/or documentation to support your claim.				
SELECT ONLY ONE:				
☐ MERCHANDISE WAS NO	TRECEIVED - SERVICE	WAS NOT PROVIDE	D OTHER:	
DATE OF PURCHASE:	EXPECTED DATE OF DELIVERY:			
Please describe your attem	pts to resolve this matter	with the merchant	;	
			ı	
Did the Merchant respond	to your attempt of resolu	tion?	☐ YES ☐ N	O UNSURE
Please describe (if any) any	response by the merchan	t regarding your at	tempts of resolu	tion:
PAID FOR PRODUCT B	Y OTHER MEANS DISI	PUTE:		
If you were charged for an item of which you paid for by other means such as Cash, Check, Other Card, please attach proof of payment and complete the following information.				
MEANS OF OTHER PAYMENT:				
□ CASH □ CHECK □ MONEY ORDER □ OTHER CARD □ OTHER METHOD:				
AMOUNT OF PAYMENT RE	MITTED:			
Proof of Payment can include a canceled check, money order or cash receipt, or another bank or credit cards statement.				
PLEASE NOTE: PROOF OF PAYMENT MUST BE ATTACHED.				



UNAUTHORIZED TRANSACTIONS

FRAUDULENT OR UNAUTHORIZED TRANSACTION(S) DISPUTE:

Use this section to report unauthorized (fraudulent) transactions for Signature, ATM/ PIN based or Point-of-Sale (POS) transactions using your MyCU66 Debit Card without your knowledge or consent. This form must be completed initialed and signed by the cardholder. The completed form must be returned to us either in person at 4345 Allen Genoa Road; Pasadena, TX 77504 or by fax to (713) 946-6513. By completing this form, you understand that because the transaction(s) listed on this form was (were) unauthorized, your MyCU66 Debit Card (hereinafter, "Card") will immediately be closed. A new Card and PIN may be issued by IBEW Local 66 Federal Credit Union ("Credit Union") upon request. To receive a new Card and PIN by mail, please contact us at (713) 946-6513. Cards and PIN's will generally be mailed to you within 5-10 business days at the account address on file. The Credit Union reserves the right to deny the issuance of a new Card.

DATE CARDHOLDER DISCOVERED LOSS:				
DATE OF FIRST FRAUDULENT TRANSACTION(S):				
AT THE TIME OF THE FRAUDULENT TRANSACTION(S), THE CARD WAS:	□ IN MY POSSESSION		□ LOST	
TRANSACTION(S), THE CARD WAS:	□ NEVER RECEIVED		□ STOLEN	
PLEASE EXPLAIN THE CIRCUMSTANCES T	HE LOST OR STOLEN CAR	D (IF APPLIC	CABLE):	
PLEASE EXPLAIN HOW YOU BECAME AWARE OF THE UNAUTHORIZED ACTIVITY.				



UNAUTHORIZED TRANSACTIONS

Per And Anti-Anti-Anti-Anti-Anti-Anti-Anti-Anti-					
FRAUDULENT OR UNAUTHORIZED TRANSACT	ION(S) DISPUTE (CON'T):				
DID YOU NOTIFY LAW ENFORCEMENT?	☐ YES ☐ NO ☐ UNSURE				
DATE CONTACTED:					
NAME OF LAW ENFORCEMENT AGENCY:					
OFFICER NAME:					
CASE NUMBER:					
CONSENT AND AUTHORIZATION:					
I give my consent to IBEW Local 66 Federal Credit Union to release any information regarding my Card and/or my Card account to local, state and/or federal law enforcement agencies so that the information can, if necessary, be used in the investigation and/or prosecution of any person(s) who may be responsible for fraud involving my Card and/or Card account. Furthermore, I have made available to IBEW Local 66 Federal Credit Union all knowledge, ideas or suspicions, if any, of the identity of the person who wrongfully used my Card and should any other information concerning this matter come to my attention, I will immediately report the same in writing to IBEW Local 66 Federal Credit Union. I agree to assist and cooperate fully, without limitation, with any investigation pertaining to this matter, whether by federal, state, local or credit union investigators, including testifying as a witness in any hearing, proceeding or action brought against the person(s) responsible for the transaction(s). I certify under penalty of perjury that the foregoing and all other statements made by me in connection with this dispute are true and correct. I understand that making a false statement to a federally insured financial institution may be a violation of federal and/or state laws and may be punishable by fines and/or imprisonment.					
I HEREBY CERTIFY THAT:					
 I am completing this Debit Card Unauthorized Transaction Form for the purpose of establishing fraudulent use of my Card. 					
I did not give, sell or trade my Card to anyone nor did I give anyone permission to use my Card.					
 I did not receive any proceeds or benefit from the unauthorized use of my Card. 					
I did not use my Card nor authorize the use of my Card by anyone else after I discovered the unauthorized use of my card.					
 I have not arranged with the person(s) who rethe Card. 	I have not arranged with the person(s) who misused the Card to be reimbursed for proceeds of the Card.				
I have examined all of the unauthorized transtransaction(s) nor authorize them.	sactions and in each instance I did not originate the				
V					
X	DATE:				



UNAUTHORIZED TRANSACTIONS

SIGNATURES:

Please review for accuracy and attach all documentation, and/or additional documentation to support your claim and sign below. Additional information may be needed, at which time an IBEW Local 66 Federal Credit Union Member Support Specialist may contact you. **Please be advised:** Completing this dispute does not guarantee a refund of the transaction amount from the merchant. It may become a civil matter between you and the merchant, however, IBEW Local 66 Federal Credit Union will advocate on your behalf through MasterCard; any decision of MasterCard is final. It may take up to 120 days to complete our investigation and you will be notified in writing of the outcome of our investigation. Provisional Credit will not be granted until all required supporting documentation is provided to us our use in your dispute investigation.

During our investigation, we are unable to place a "Stop Payment" on any charge which has been pre-authorized by us and which have already posted to your account. In lieu of this, MasterCard extend certain billing rights to our cardholders. To preserve these rights, the Cardholder must notify IBEW Local Union 66 Federal Credit Union within sixty (60) days from the closing date of the statement on which the error first appeared.

Upon receipt of your dispute request, your dispute case will be assigned to a Dispute Specialist for review. Should there be any questions related to your dispute claim, you will be notified within thirty (30) days. We may request additional documentation regarding your dispute claim.

Due to legal variations among nations and nation states, international transactions do not have the same consumer rights that are available for transactions originating in the United States of America.

We will make every attempt to assist you, however, we cannot guarantee a favorable outcome for all disputed transactions.

X		DATE:		
CREDIT UNION USE ONLY				
REQUEST RECEIVED VIA:		CASE NUMBER:		
☐ U.S. Mail ☐ Telephone ☐	In-Person			
☐ Electronic Mail ☐ Other:				
DISPUTE RECEIVED BY (INITIALS):		DATE RECEIVED:		
PROVISIONAL CREDIT ISSUED:	□ YES □ NO	AMOUNT:		
DISPOSITION OF MASTERCARD		DATE OF MASTERCARD DISPOSITION:		
FINAL CREDIT ISSUED?:	AMOUNT OF CREDIT:	DATE ISSUED:	PROCESSED BY:	